



MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY
OFFICE OF THE GOVERNOR
MARK HENRY
EXECUTIVE DIRECTOR

REQUEST FOR PROPOSALS
No. 15-03
For the selection of a service provider for

Marketing Services

Proposals are due:

BY: 2:00 P.M., CDST
ON: JUNE 10, 2015
TO: Danny Lynch, Department Chief
Procurement
AT: Mississippi Department of Employment Security
1235 Echelon Parkway
Jackson, Mississippi 39213

Please address questions:

TO: Danny Lynch, Department Chief
Procurement
AT: Mississippi Department of Employment Security
1235 Echelon Parkway
Jackson, Mississippi 39213
EMAIL: bids@mdes.ms.gov

Equal Opportunity Employer/Program
Auxiliary aids and services available upon request
to individuals with disabilities: TDD/TTY 601-321-6056

Marketing Services
REQUEST FOR PROPOSALS
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Attachment A - Statement of Work/Specifications

Attachment B - Proposal Package

Attachment C- Onsite Presentation

Attachment D- General Contract Provisions

I. Services and Prices

The Mississippi Department of Employment Security (hereinafter “**MDES, Agency or State**”) is requesting written proposals for the provision of marketing services to develop and deliver a statewide media campaign to publicize the agency’s services to employers. Marketing services will consist of the labor, materials, equipment, and supervision necessary to fulfill the requirements of this Request for Proposals (RFP).

The contract to be awarded will be a fixed price agreement and will require services to be performed by one selected contractor. The contractor will designate one person who will be responsible for all activities required to fulfill the specifications of said contract. This individual shall be vested with the authority to make decisions and commitments on behalf of the contractor during performance of the contract.

II. Duration

The initial term of the marketing services contract shall begin on or after September 1, 2015, for six (6) months with an option to renew for an additional six (6) month period. The period of performance under the initial contract term shall be conditioned upon the receipt of funds. The period of performance under any extension shall be conditioned upon satisfactory performance during prior years and effective results of the campaign as determined by MDES.

III. Relationship of Parties

It is expressly understood and agreed that MDES enters into a contract with the selected contractor based on the purchase of professional services and not based on an employer-employee relationship. For all purposes under this contract:

1. The Contractor represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required under this contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly, or by implication, to be employees of MDES.
2. Any person employed by the Contractor to perform the services thereunder shall be the employee of the Contractor, who shall have the sole right to hire and discharge its employee. MDES may, however, direct the Contractor to replace any of its employees under this contract.
3. The Contractor shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation and any other withholdings that may be required.

IV. Contract Administration

The contract awarded subsequent to this solicitation shall be administered by MDES. The selected contractor will be reimbursed for allowable costs that have been identified and approved in a contract that the selected contractor and MDES have negotiated and executed. Contractors will be required to maintain documentation necessary to support each cost. All invoices submitted by the Contractor for payment of services performed pursuant to the contract shall be submitted as follows:

Chief Fiscal Officer
Mississippi Department of Employment Security
P.O. Box 1699
Jackson, MS 39215-1699

MDES agrees to pay Contractor in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by the State within forty-five (45) days of receipt of the invoice.

Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Mississippi Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically by the State. These payments shall be deposited into the bank account of the Contractor’s choice. Contractor understands and agrees that MDES is exempt from the payment of taxes. All payments shall be in United States currency.

Acceptance by Contractor of the payment from MDES shall operate as a release of all claims against the State by the Contractor.

V. Statement of Work/Specifications

The Statement of Work/Specifications MDES is seeking can be found in Attachment A.

VI. MDES Duties

The specific responsibilities of MDES are as follows:

- Provide oversight and monitoring in compliance with state and federal requirements.
- Provide ongoing technical assistance to ensure optimal compliance of campaign implementation and execution.
- Process payment requests in a timely manner, once all required documentation has been provided and subject to the Laws and Rules of the State of Mississippi in regard to payment for services.

- Intervene in any contractor's operation for cause as determined by MDES.

VII. Proposal Requirements

A. Completion of Proposal Package found in Attachment B

Be sure to answer each question as requested. This requirement is a precondition to scoring and funding any proposal.

B. Letter of Introduction

Name of Marketing Service Provider
 Project Title
 Name of Project Director
 Contact Person
 Address
 Telephone, Fax number and E-mail address

C. References

Each prospective marketing service provider must furnish, with their proposal, a listing of at least three (3) references that have been using the services requested in the RFP. These references must have facilities of similar size to MDES. The reference list must include names, company being represented, phone numbers, and email addresses. MDES reserves the right to request information about the proposer from any previous customer of whom the State is aware, even if that customer is not included in the list of references.

D. Required Information

See Attachment A for required information for the proposal, statement of work, and specifications.

VIII. Proposal & Award Rules

A. Proposal Format

1. All proposers must use the attached fill-in-the-blanks Proposal Package (*Attachment B*). Proposals should be (1) typed and non-reduced, (2) on only one side of each page, and (3) numbered in sequence.
2. All proposers must include a copy of IRS Form W-9.
3. All proposers must be registered in MAGIC. Include the assigned MAGIC vendor number on Attachment B. MAGIC registration is available at URL https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

4. Unless submitted via MAGIC, the proposal submission must consist of one (1) original and six (6) copies. The original must be signed by a person authorized to sign for the proposer's organization and marked as "original." The copies must be marked as "copy." Omissions, inaccurate submissions, or out-of-order responses may cause proposer's score to be substantially reduced, and may lead to proposal rejection.

B. Acceptance of Proposal Content

MDES reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is one that does not affect the cost stated in the proposal, gives one party an advantage or benefit not enjoyed by all parties or adversely impact the interest of MDES. Waivers, when granted, shall in no way modify the RFP requirements or excuse a party from full compliance with the RFP specifications and other contract requirements if the party is awarded the contract. The contents of the proposal of the selected contactor may become contractual obligations if a contract ensues. Failure of the selected contactor to accept these obligations may result in cancellation of the award. Precedence of contractual documents will be Contract, RFP, and Proposal (as accepted).

C. Due Date

Proposals must be received by 2:00 p.m. CDST, Wednesday, June 10, 2015.

Proposals sent through the mail must be addressed to:

Proposal for Marketing Services RFP 15-03
Mississippi Department of Employment Security
Danny Lynch, Department Chief - Procurement
1235 Echelon Parkway
Jackson, Mississippi 39213
Attention: Procurement
SEALED PROPOSAL – DO NOT OPEN

Deposit of a proposal into the mail or delivery to a different person or address does not constitute proposal submission unless the proposal is in fact received at the foregoing address by the time stated. Hand delivery of proposals is strongly encouraged. Receipts will be issued upon request. Proposals that are hand-delivered must be submitted to the above address by the foregoing date and time. Proposals will also be accepted through the MAGIC system.

D. Rejections of Proposals

MDES has the authority to reject any and all proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of MDES.

E. Changes

All awards will be based upon fund availability. MDES reserves the right to terminate or modify any part of this procurement process at any time and for any reason; to award one contract or multiple contracts; to negotiate changes; to make no awards; and to issue new and/or revised policies and clarifications at any time. If it becomes necessary to revise any part of this RFP, addenda will be provided on the MDES website.

F. Proposal Authorship and Ownership

Use of professional proposal writers is discouraged since the quality of the proposal is one method for evaluating the skills of the staff and the ability of the organization to run the campaign. All proposal writers who do not work for the proposing organization on an ongoing basis must be identified and cannot be paid proposal writing fees from current or future MDES awards.

All proposals become property of MDES. Proposals will be made available for inspection only after award of contract. For this reason, proprietary material should be clearly labeled as such. The classification of an entire proposal as proprietary or trade secret is not acceptable and may result in rejection of the proposal. Request to review proprietary information will be handled in accordance with state law and applicable procedures. All disclosures of proposal information to interested parties will be made in compliance with MDES' policies and procedures established in accordance with the Mississippi Public Records Act of 1983 defined in Section 26-61-1 of the Mississippi Code and exceptions found in Section 25-61-9 and 79-23-1.

G. Conflict of Interest

All proposals must be accompanied by a statement disclosing (1) any involvement, financial or otherwise, that an employee, officer or agent of MDES may have in the prospective Contractor's organization and (2) any involvement, financial or otherwise, that any employee, officer of any other governmental agency may have in the prospective consultant's organization.

H. Equal Opportunity and Fair Treatment Assurance

Contracts, grants, loans, purchases, and all other financial transactions are administered by MDES equally to all without regard to race, color, creed, sex, religion, national origin, disability, or age. In addition, proposer understands that MDES is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws.

All such discrimination is unlawful, and proposer agrees during the term of the agreement that proposer will strictly adhere to this policy in its employment practices

and provision of services. Proposer shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

I. Common Rule

In accordance with Section .36 (e); A.110.44 (b) of the Common Rule, MDES encourages, whenever possible, the utilization of small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms.

J. Fiscal Administration

Each service provider must establish and maintain accounting and reporting systems that meet MDES and Federal requirements.

K. Audit Bonding and Insurance

Each public or non-profit organization that expends a total of five hundred thousand dollars (\$500,000.00) or more in Federal funds from all funding sources must conduct a single audit in accordance with the requirements of OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations. Any audit shall comply with applicable Federal and MDES rules, regulations, policies and procedures.

Each private-for-profit organization that expends five hundred thousand dollars (\$500,000.00) or more in Workforce Investment Act (WIA) funding within its fiscal year must conduct an organization-wide financial and compliance audit performed on that fiscal year, in accordance with generally accepted government auditing standards (GAGAS), or a program-specific audit performed in accordance with generally accepted government auditing standards (GAGAS).

Organizations that are not currently funded by MDES **must** submit a copy of their most recent audit and financial documentation.

Prior to initial disbursement of funds, MDES shall receive a statement from the contractor's insurer certifying that it has appropriate and comprehensive insurance covering any incident arising from its operation. Such insurance shall at a minimum, include the types of insurance and coverage limits listed below:

The Contractor represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Contractor's personnel provided hereunder; comprehensive general liability and professional liability insurance, with minimum limits of \$1,000,000 per occurrence; and employee dishonesty insurance or fidelity bond insurance with minimum limits of \$100,000 with third party liability coverage. Upon award of the contract, the chosen contractor is required to present proof of insurance coverage specified hereinabove naming the State of Mississippi as an additional insured. Said proof must be presented prior to the execution of the contract. MDES reserves the right to

request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

Contractor understands that should the minimum amounts listed above prove to be inadequate at any point during the contract period, proposer will be required to obtain adequate insurance.

L. Pricing

The charges in the proposal must not exceed those charged by the prospective contractor to any other individual or organization for the same or similar services.

The prospective contractor must guarantee that prices and/or cost data have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition. This neither precludes nor impedes the formation of a consortium of companies and/or agencies.

The prospective contractor further certifies that all costs and prices are good faith best estimates as of the time the proposal is submitted.

M. Response to Inquiries

Individuals may submit questions regarding this proposal via email to bids@mdes.ms.gov until 5:00 p.m. CDST, May 29, 2015. Responses to inquiries will be posted at <http://mdes.ms.gov/information-center/about-mdes/mdes-laws-regulations/rfp-bid-notice/> by 5:00 p.m. CDST, June 3, 2015. Questions submitted after this date and time will not be considered. Only questions and answers transmitted in this manner will be considered official and valid by MDES. No negotiations, decisions, or actions shall be initiated by any vendor as a result of any verbal discussion with any State or Agency employee or contractor.

IX. Proposal & Scoring Selection

A. Responsive to the RFP

This is a pass/fail criterion applied to all proposals. If the proposal is incomplete, contains inaccurate information, or fails to contain the program design required by the RFP, it may be deemed unresponsive and may not be considered for funding.

B. Proposal Rating Criteria

Proposals will be evaluated as described in this section. The award will be made to the best proposal. The criteria and the level of importance associated with each criterion are listed. The criteria for selecting the successful contractor are the following:

- i. The overall quality of the proposed plan for performing the required services (the plan should reflect an understanding of the project and its objectives). Consideration will be given to the completeness of the response to the specific requirements of the solicitation (**Very Important**)
- ii. Proposer's ability to provide the required services as reflected/evidenced by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services (**Critical**)
- iii. The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting (**Important**)
- iv. A record of past performance of similar work (**Important**)
- v. Price (**Very Important**)
- vi. Vendor's financial standing as indicated by their most recent audits/financial statements and other financial documentation (**Very Important**)
- vii. Onsite Presentation to be conducted by the two (2) highest scoring vendors (**Critical**)

The score will be determined according to the degree of compliance made in the proposal in meeting each component of the responsibilities and requirements in this RFP. Prospective contractors must, upon request of MDES, furnish satisfactory evidence of their ability to provide services in accordance with the terms and conditions of these requirements. MDES will obtain information about the prospective contractors' ability to meet requirements through reference checks, including references not submitted by the proposed contractor. MDES reserves the right to make the final determination as to the prospective contractors' ability to meet requirements, including any information the Agency may have regarding services provided to MDES previously and the company's responsiveness to issues and concerns.

C. Onsite Presentation

The two (2) highest scoring vendors are required to make an onsite presentation to the proposal review board. See Attachment C.

D. Negotiation Rights

MDES reserves the right to negotiate with any or all prospective contractors concerning modification to proposals. Discussions may be conducted with prospective contractors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions.

E. Approval Process

A review board will evaluate and score each responsive proposer using the consensus scoring method and scoring criteria in Section IX. The Personal Services Contract Review Board (PSCRB) must also approve this procurement.

F. Contracts

Funding awards will not be final until MDES and the proposer have negotiated and executed a written contractual agreement and this agreement is approved by the Personal Services Contract Review Board. If a contract is awarded, the selected proposer will be required to comply with general provisions that will be part of the contract. These general provisions are included as Attachment D to this RFP. Any resulting contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

G. Incurring Costs

MDES assumes no liability for costs incurred in responding to this RFP or for costs incurred in anticipation of a contract.

H. Protests

A prospective contactor wishing to protest MDES's selection or fund allocation decision may submit a written protest to MDES within fifteen (15) calendar days after the notification of a decision. The protest will be conducted in accordance with MDES' procurement policy.

I. Representation Regarding Contingent Fees

Proposer represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the proposer's bid or proposal.

J. Representation Regarding Gratuities

Proposer represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

K. Acknowledgment of Amendments

MDES reserves the right to issue amendments to these guidelines and RFP. If it becomes necessary to amend said guidelines and RFP, amendments to the RFP

will be posted on the MDES website (www.mdes.ms.gov). Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the submission of their proposal, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the Mississippi Department of Employment Security by the time and at the place specified for receipt of bids.

L. Certification of Independent Price Determination

The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices incorporated in proposal submittal.

M. Compliance with E-Verify

If applicable, proposer represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The proposer agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, proposer agrees to provide a copy of each such verification. proposer further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject proposer to the following:

(a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public;

(b) the loss of any license, permit, certification or other document granted to Proposer by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

(c) both. In the event of such termination/cancellation, proposer would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.

N. Relationship of Parties

It is expressly understood and agreed that MDES enters into a contract with a proposer based on the purchase of a service and not based on an employer-employee relationship.

O. Applicable Laws

Proposer is responsible for complying with all applicable federal, state, and local laws and regulations.

P. Governing Law

This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of Jackson, Hinds County, Mississippi.

Q. Availability of Funds

It is expressly understood and agreed that the obligation of MDES to proceed under any agreement resulting from this RFP is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDES, MDES shall have the right upon ten (10) working days written notice to Contractor, to terminate the agreement without damage, penalty, cost or expenses to MDES of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

R. Stop Work Order

It is understand that the following will apply to any contract resulting from this RFP:

(1) **Order to Stop Work:** The procurement officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work

order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either: (a) cancel the stop work order; or, (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and, (b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

S. Transparency

Any contract resulting from this RFP, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.*, (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

X. Award & Notification

All prospective contractors will be notified of the decision regarding their proposal. Contract terms will be negotiated once the proposal has been approved by MDES.

XI. Post-Award Debriefing:

A. General Statement

In an effort to build and strengthen business relationships and improve the procurement process between vendors and the State, post-award vendor debriefing is available. The following information may be disclosed during post-award debriefing in accordance with Section 7-112.03 of the *Personal Service Contract Review Board Rules and Regulations*:

- 1) The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid or proposal, if applicable;
- 2) The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- 3) The overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
- 4) A summary of the rationale for award; and,
- 5) Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

B. Debriefing Request

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the MDES within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify MDES and identify its attorney.

C. When Requested Debriefing Will Be Conducted

Unless good cause exists for delay, the debriefing will occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to the MDES.

D. Additional Information Regarding Post-Award Debriefing

Additional information regarding post-award debriefing may be found in Section 7-112 of the *Personal Service Contract Review Board Rules and Regulations* which may be found at <http://www.mspb.ms.gov>.

XII. SCHEDULE OF ACTIVITIES AND SUBMISSION

The schedule of RFP activities is as follows:

RFP Issue Date		May 20, 2015
Questions to MDES by	5:00 P.M. CDST	May 29, 2015
MDES Written Responses	5:00 P.M. CDST	June 3, 2015
Proposals Opened	2:00 P.M. CDST	June 10, 2015
Onsite Presentations		TBD
Award Notification		Pending PSCRB Approval
Contract Effective Date (On or after)		September 1, 2015

Unless submitted via the MAGIC system, the proposal submission must consist of one (1) original and six (6) copies. The proposals must be delivered in sealed envelopes or packages and addressed as defined below. The original must be signed by a person authorized to sign for the proposer's organization and each partner agency/entity. **All proposals must be received by MDES no later than 2:00 p.m. CDST, June 10, 2015.**

It is suggested that if a proposal is mailed to MDES, it should be posted in certified mail with a return receipt guaranteed. MDES will not be responsible for mail delays or lost mail.

Proposals should be mailed to and labeled as follows:

Proposal for Marketing Services RFP 15-03
Mississippi Department of Employment Security
Danny Lynch, Department Chief - Procurement
1235 Echelon Parkway
Jackson, Mississippi 39213
Attention: Procurement
SEALED PROPOSAL – DO NOT OPEN

Or delivered and labeled as follows:

Proposal for Marketing Services RFP 15-03
Mississippi Department of Employment Security
Danny Lynch, Department Chief - Procurement
1235 Echelon Parkway
Jackson, Mississippi 39213
Attention: Procurement

SEALED PROPOSAL – DO NOT OPEN

1. Receipt or acceptance of a proposal does not imply commitment or obligation on the part of the State of Mississippi to fund any proposal submitted.
2. Deposit of a proposal into the mail or delivery to a different person or address does not constitute proposal submission unless the proposal is in fact received at the foregoing address by the time stated. Hand delivery of proposals is strongly encouraged. Receipts will be issued upon request. Proposals that are hand-delivered must be submitted to the above address by the foregoing date and time.
3. The parties submitting proposals are responsible for ensuring that they are delivered by the required time and assume all risks of delivery. **Proposals and modifications or corrections thereof received after the closing time specified will not be considered.** Any proposal received subsequent to the specified date and time will be returned to the prospective contractor unopened. The proposal must be signed by a company official with authorization to bind the contractor to its provisions. If submitted via MAGIC, electronic signatures are acceptable.
4. Proposals submitted any electronic means will not be accepted, unless it is submitted via the MAGIC system. Proposals submitted in writing must have the appropriate certification signatures as indicated.
5. All proposal material shall become the property of MDES.
6. Proposals will not be opened publicly. Proposals will be made available for inspection only after award of contract.
7. The proposal shall be valid for at least 60 days subsequent to the proposal opening.
8. It shall be incumbent upon all proposers to understand the provisions of the scope of services and to obtain clarification prior to the date set for the receipt of proposals. Proposers are responsible for following up to see that any correspondence or communications are properly received.

XIII. LIST OF ATTACHMENTS AND FORMS

The following are included as attachments to this request:

Attachment A - Statement of Work/Specifications

Attachment B - Proposal Package

Attachment C- Onsite Presentation

Attachment D- General Contract Provisions

Attachment A

Statement of Work/Specifications

Marketing Services

Overview

The Mississippi Department of Employment Security (MDES) is seeking professional marketing services to provide a multimedia campaign targeted to Mississippi employers.

Goals and Objectives

The purpose of this campaign is to create employer awareness and promote utilization of the services available through MDES. The results of this campaign are expected to promote the use of MDES no-fee services which can assist employers with the location and recruitment of potential qualified employees. The campaign should also increase employer registrations, job postings, and job placements.

Contractor Requirements

1. The contractor must be a qualified marketing firm with the capabilities, skills, and industry knowledge to design and deliver a statewide marketing campaign intended to publicize and increase usage of MDES services available to employers in the state of Mississippi.
2. The contractor must provide proof of strong industry expertise and demonstrated experience in effective marketing and governmental marketing campaigns.
3. The contractor must demonstrate experience in production of marketing and marketing related products.
4. The contractor must demonstrate experience in, analysis of, and availability of resources for, strategic placement of effective marketing campaign materials

Campaign Plan

1. The contractor will develop, produce, and deliver a targeted media campaign including, but not limited to, television, radio, email, and print materials targeted specifically to employers. The campaign should be designed to reach employers located in all eighty-two (82) counties in Mississippi. Consideration should be given to utilize a budget for this campaign to achieve maximum results. All material relative to this campaign should be designed with respect to MDES general branding guidelines (See Attachment A.1).
2. The contractor will include mass media of broadcast, print, outdoor, direct mail, and digitally accessed sources such as websites, LinkedIn, Facebook, Twitter, YouTube, and Instagram.
3. The contractor will choose one individual to work exclusively with MDES and act as an on-site project coordinator between MDES and the marketing firm for the duration, closeout, and final reporting of the campaign. MDES will have final approval of the individual chosen as the on-site project coordinator and reserves the right to reject any

individual chosen for this role by the selected contractor.

4. Proposers should include detailed methodology and specific recommendations regarding its approach for achieving MDES marketing objectives. By mutual agreement, if deemed appropriate and cost effective for this campaign, the contractor may or may not make use of available MDES resources such as digital printing, coordination with existing websites, social media, web applications, or other resources.
5. Upon closeout, a return on investment (ROI) report based on costs per new employer registrations and job placements related to this campaign may be performed. If so, the contractor will be required to provide additional information regarding this effort at that time.
6. All creative and collateral works related to this campaign will be considered as work-for-hire and become property of MDES. Supporting files, market research, and other materials developed with regards to this campaign, will be considered part of the deliverable product.

Proposal Required Information (See also RFP Section VII)

1. The name of the prospective contractor, the location of the principle place of business and, if different, the place of performance of the proposed contract
2. Length of time the prospective contractor has been in business and the average number of employees working in the field of the services requested in the RFP
3. Most recent audit/financial statements and other financial documentation
4. A Proposal Plan for performing the required services as outlined in this attachment which should include technical or educational training, general experience, and specific experience in providing the required services. The plan should include information addressing the following:
 - a. Resumes of key personnel, including account manager(s) who would be assigned to MDES to provide the required services. Resumes must include full name, education background, and experience,
 - b. Equipment currently available or demonstrated to be made available at the time of contracting. This part shall include a description of the equipment that you will be using to perform these services,
 - c. Capacity to manage and coordinate the required activities. Include a detailed plan of how this job will be conducted in order to meet the Statement of Work/Specifications listed in this attachment.
 - d. Addressing and preventing recurrence of any lack of service.
 - e. Samples and examples of relevant work performed for entities of similar size to MDES, preferably other governmental agencies.

5. Additional information about similar work performed and any other information that demonstrates the prospective Contractor's expertise and abilities in the areas of the solicitation.
6. Price (Budget) - A time frame and itemized budget should be included. This section must encompass all requirements of the RFP including all items listed in this attachment. This should include activities, services, equipment, expenses, travel, salaries, etc. Describe how the proposed budget and the contractor's recommendations support the activities necessary to manage the marketing campaign and accomplish the stated objectives. This campaign should not exceed six (6) months. NOTE: MDES is exempt from federal excise taxes and state and local sales taxes. Prices quoted must not include such taxes.
7. Proof of Insurance - The Contractor must provide proof of workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Contractor's personnel provided hereunder; comprehensive general liability and professional liability insurance, with minimum limits of \$1,000,000 per occurrence; and employee dishonesty insurance or fidelity bond insurance with minimum limits of \$100,000 with third party liability coverage.

Upon award of the contract, the chosen contractor is required to present proof of insurance specified hereinabove naming the State of Mississippi as an additional insured. Said proof must be presented prior to the execution of the contract. MDES reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance (See Attachment D #6).

Marketing Services Plan: Attachment A.1

MDES Logo and Branding General Guidelines

1. The Communications Department manager must approve use of the Mississippi Department of Employment Security seal.

The Communications Department manager must approve the MDES logo usage and the usage of the WIN in Mississippi and WIN Job Center logos when associated with this agency.

Partner agencies may not use the MDES seal or logo on business cards, websites or anywhere else without permission from the Communications Department manager.



2. All agency materials and products will include the MDES Logo. The PMS 647 Blue and PMS 123 Yellow colors and format cannot be altered. The proprietary typeface on all items cannot be substituted.



MISSISSIPPI DEPARTMENT of EMPLOYMENT SECURITY

3. The agency's mission statement *Helping Mississippians Get Jobs* should be used in its standard format and included on all products, when possible. No alteration is acceptable.

Helping Mississippians Get Jobs
Helping Mississippians Get Jobs
Helping Mississippians Get Jobs

4. A gray-scale or black-and-white version is acceptable, if color is unavailable.



MISSISSIPPI DEPARTMENT of EMPLOYMENT SECURITY

5. Materials and products for WIN Job Centers should include the logo with the MDES mission statement. No alteration is acceptable. The Communications Department manager should approve all ordered and purchased products bearing the agency's seal or logo.

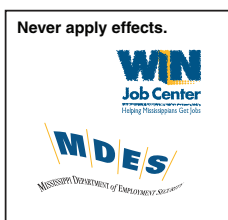
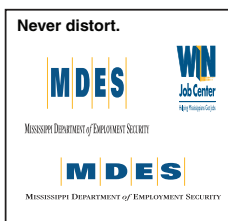


6. Materials and products for the WIN Job Centers should include both logos, when appropriate, with placement and design decided by the Communications Department.



7. Both the MDES and WIN Job Center logos may be used by the agency staff in presentations and other inter-office documents and materials, **but cannot be altered in color, gray scale, format or proportions. Refer to the examples of incorrect usage on the right.** Information and examples of use should be shared with the Communications Department manager.

When it comes to our logos and branding:



Although there are some instances in which it is permitted to use the logo reversed to white if it is necessary for legibility.



Attachment B

Proposal Package

Marketing Services

Be sure to answer each question as requested. All responses must follow the instructions provided. This Requirement is a precondition to scoring and funding any proposal.

Mississippi Department of Employment Security

MARKETING SERVICES			
Name/Organization:	Federal Tax ID Number:		
Contact Person:	Phone Number:		
Physical Address:			
Mailing Address (If different):			
E-Mail Address:	Fax Number:		
<p>Checklist: The following items comprise the Proposal. <u>ALL</u> must be included:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Letter of Introduction <input type="checkbox"/> References <input type="checkbox"/> Proposal Plan <input type="checkbox"/> Additional Information <input type="checkbox"/> Proposed Budget <input type="checkbox"/> Financial Information </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Certificate(s) of Insurance <input type="checkbox"/> Personnel Information <input type="checkbox"/> MAGIC Vendor Number (List Below) <input type="checkbox"/> IRS Form W-9 <input type="checkbox"/> One (1) Original / Six (6) Copies </td> </tr> </table>		<input type="checkbox"/> Letter of Introduction <input type="checkbox"/> References <input type="checkbox"/> Proposal Plan <input type="checkbox"/> Additional Information <input type="checkbox"/> Proposed Budget <input type="checkbox"/> Financial Information	<input type="checkbox"/> Certificate(s) of Insurance <input type="checkbox"/> Personnel Information <input type="checkbox"/> MAGIC Vendor Number (List Below) <input type="checkbox"/> IRS Form W-9 <input type="checkbox"/> One (1) Original / Six (6) Copies
<input type="checkbox"/> Letter of Introduction <input type="checkbox"/> References <input type="checkbox"/> Proposal Plan <input type="checkbox"/> Additional Information <input type="checkbox"/> Proposed Budget <input type="checkbox"/> Financial Information	<input type="checkbox"/> Certificate(s) of Insurance <input type="checkbox"/> Personnel Information <input type="checkbox"/> MAGIC Vendor Number (List Below) <input type="checkbox"/> IRS Form W-9 <input type="checkbox"/> One (1) Original / Six (6) Copies		
List MAGIC Vendor Number Here			
<p>I hereby declare that the information provided in this proposal is accurate, valid and a full disclosure of requested information. I am fully authorized to represent the organization listed above, to act on behalf of it, and to legally bind it in a matter related to this proposal.</p>			
Name:	Title:		
Signature:			
Date:			
For MDES Use Only			
Date Received:	Time Received:		
Received By: (Print Name)	Signature:		

Mississippi Department of Employment Security PROPOSAL PACKAGE

MARKETING SERVICES RFP 15-03

VENDOR STATEMENT OF COMPLIANCE

Prospective Proposer's Representation Regarding Contingent Fees

The prospective proposer represents as a part of such proposer's proposal that such proposer **has** or **has not** (*please circle the appropriate response*) retained any person or agency on a percentage, commission, brokerage, or other contingent arrangement to secure this contract.

Debarment

The prospective proposer certifies as a part of such proposer's proposal that such proposer is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contract issued by any political subdivision or agency of the State.

By submission of this proposal, I have agreed to adhere to **all conditions and requirements**, as set forth in the Mississippi Department of Employment Security's Request for Proposal. I further understand that my failure to comply with all requirements and qualifications will result in disqualification of my proposal relative to this procurement action. I have submitted appropriate documentation and completed proposal form(s) as necessary to substantiate this evaluation. If inadequate, my proposal will not meet the proposal requirements and will be evaluated as "Not Meeting Specifications."

To concur, sign below:

OFFEROR: _____ Date: _____

Offeror _____

Address _____

1. **Letter of Introduction:** Attach as separate document. See Section VII for instructions.

2. **References:**

Please list the three (3) required references indicating contact person, company represented, and current telephone number. See Section VII for instructions.

1) _____
Name & Company Email Address Tel. #

2) _____
Name & Company Email Address Tel. #

3) _____
Name & Company Email Address Tel. #

3. **Proposal Plan:** Attach as separate document. See Section VII and Attachment A for instructions.

4. **Additional Information:** Include any other information about similar work performed and any other information that demonstrates the proposer's expertise and abilities in the areas of the solicitation. Attach as separate document. See Section VII and Attachment A for instructions.

5. **Proposed Budget:** Attach as a separate document. See Attachment A for instructions.

6. **Financial Information:** Attach as a separate document. See Attachment A for instructions.

7. **Insurance:** See Section VIII and Attachment D #6 for instructions.

8. **Personnel:** See Attachment A for instructions.

9. **MAGIC Vendor Number:** Vendor must be registered in Magic. See Section VIII for instructions.

10. **IRS Form W-9:** See Section VIII for instructions.

Please accept this as my formal proposal for Professional Services as specified by the Mississippi Department of Employment Security.

Authorized Signature: _____

Date: _____

Title: _____

Telephone No. _____

Fax No. _____

NOTE: All information requested on this proposal form must be completed. Incomplete or unsigned forms will be rejected.

Attachment C

Marketing Services

Onsite Presentation

Overview

The Mississippi Department of Employment Security (MDES) appreciates your participation in RFP 15-03 for Marketing Services. To complete the evaluation process, representatives from the two (2) highest scoring proposals will be required to make an onsite presentation to the proposal review board.

Schedule

Date: TBD

Location: MDES Headquarter Facilities Main Conference Room
1235 Echelon Parkway
Jackson, MS 39213

Time: 9:00 A.M., CDST Vendor 1
2:00 P.M., CDST Vendor 2

Details: Presenters must sign-in with agency security. MDES security officers will escort presenters to the main conference room. Please arrive no more than thirty (30) minutes prior to presentation for room preparation.

Format

Presentations must be **no more than one (1) hour**. An MDES official will monitor the time and notify presenters when fifteen (15) minutes remain. The presentation will be an open forum meaning the proposal review board is permitted to ask questions throughout the presentation. It will be the responsibility of the presenter(s) to field questions and work within the constraints of the one (1) hour time allotment. At the conclusion of the presentation, presenters must sign-out with agency security and exit the facility. Post-presentation discussions and/or one-on-one dialog with proposal review board members are prohibited.

Marketing material and informational handouts are allowed. However, disbursement of promotional items (i.e. pens, pads, etc.) is prohibited.

On-screen presentations are encouraged, but not required. The conference room is equipped with a computer and projector. Presenters may bring a USB drive to load their presentations for on-screen display. MDES is not responsible for equipment failure. It is strongly recommended that presenters bring hard copies in the event of equipment failure and/or technical difficulties.

Scoring

The onsite presentation will be part of the overall proposal rating criteria found in RFP 15-03 Section IX.

Attachment D

General Contract Provisions

Marketing Services

Required Clauses for Service Contracts in the State of Mississippi Resulting from this Request for Proposals (RFP)

1. **Applicable Law:** This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable federal, state and local laws and regulations.

2. **Availability of Funds:** It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

3. **Compliance with Laws:** The Contractor understands that MDES is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

4. **E-Payment:** The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated §31-7-301, *et seq.*, which generally provides for payment of undisputed amounts by the Agency within forty-five (45) days of receipt of invoice.

5. **E-Verification:** The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor

electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Contractor to the following:

- a. termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to the Contractor by an Agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both.

In the event of such termination/cancellation, the Contractor shall also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

6. Insurance: The Contractor represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Contractor's personnel provided hereunder; comprehensive general liability and professional liability insurance, with minimum limits of \$1,000,000 per occurrence; and employee dishonesty insurance or fidelity bond insurance with minimum limits of \$100,000 with third party liability coverage. Upon award of the contract, the chosen contractor is required to present proof of insurance coverage specified hereinabove naming the State of Mississippi as an additional insured. Said proof must be presented prior to the execution of the contract. MDES reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

The Contractor understands that should the minimum amounts listed above prove to be inadequate at any point during the contract period, Contractor will be required to obtain adequate insurance.

7. Paymode: Payments by state agencies using Mississippi Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State, may at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

8. Procurement Regulations: This contract shall be governed by the applicable provisions of the *Personal Service Contract Review Board Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, MS, for inspection, or downloadable at <http://www.mspb.ms.gov>.

9. Representation Regarding Contingent Fees: The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.

10. Representation Regarding Gratuities: The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Rules and Regulations*.

11. Requirements contract: During the period of the contract, the Contractor shall provide all the service described in the contract. The Contractor understands and agrees that this is a requirements contract and that MDES shall have no obligation to the Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MDES for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that MDES is under no obligation to the Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The Contractor further understands and agrees that MDES may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

12. Stop Work Order:

a. *Order to Stop Work:* The Agency, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Agency shall either:

- i. cancel the stop work order; or,
- ii. terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract, if applicable.

b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the contract shall be modified in writing accordingly, if:

i. the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and,

ii. the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Agency decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

13. Termination for Convenience:

a. *Termination:* The Agency may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

b. *Contractor's Obligations:* The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

14. Termination for Default:

a. *Default:* If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency, the Agency may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency may procure similar supplies or services in a manner and

upon terms deemed appropriate by the Agency. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. *Contractor's Duties:* Notwithstanding termination of the contract and subject to any directions from the Agency, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State has an interest.

c. *Compensation:* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due the Contractor such sums as the Agency deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

d. *Excuse for Nonperformance or Delayed Performance:* Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Agency within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Agency shall ascertain the facts and extent of such failure, and, if the Agency determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

e. *Erroneous Termination for Default:* If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

f. *Additional Rights and Remedies:* The rights and remedies provided in this clause are in

addition to any other rights and remedies provided by law or under this contract.

15. Transparency: This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as § 25-61-1 et seq., Mississippi Code Annotated and exceptions found in § 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as § 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration's independent Agency contract website for public access. Prior to posting the contract to the website, any information identified by the Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

16. Indemnification: To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency, its commissioners, board members, officers, employees, agents, representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, screening fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the Agency's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the Agency. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the Agency shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the Agency's concurrence, which the Agency shall not unreasonably withhold.

Required Federal Contract Clauses for Service Contracts Resulting from this RFP

As the contract will be funding will federal money, including some WIA money, the following federal contract clauses are required by OMB Circular A-102 and 29 CFR 97.36(i), MDES will include terms addressing the following, when applicable:

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms;
2. Termination for cause and for convenience, including the manner in which termination will be effected and the basis of settlement;
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60);

4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3);
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5);
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5.);
7. Requirements and regulations pertaining to financial and participant reporting;
8. Requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed due to the contract;
9. Requirements and regulations pertaining to copyrights and rights in data;
10. Access by the Department of Labor, MDES, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor;
11. Retention of all required records for three years after the MDES makes final payments and all litigation, audit and monitoring concerns are fully resolved;
12. Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15);
13. Mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL. 94-163, 89 Stat. 871);
14. Equal treatment of and religious liberty for organizations and individuals, regardless of religious affiliation or lack thereof, in accordance with Executive Order 13270, 20 CFR Parts 667 and 670, 29CFR Parts 2 and 37, published July 12, 2004;
15. The basis for payment, contract deliverables and performance expectations;
16. Compliance with 29 CFR 37.20, nondiscrimination and equal opportunity provisions contained in:
 - a. Section 188 of the Workforce Investment Act of 1998, which prohibits discrimination against individuals on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship/status as a lawfully admitted immigrant authorized to work in the United States or on the basis of participation in any WIA Title I-financially assisted program or activity;
 - b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
 - f. 29 CFR Part 37 and all other regulations implementing the laws listed above.

17. Compliance with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result federally assisted programs;
18. Compliance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
19. Compliance with flood insurance purchase requirements in section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
20. Compliance with environmental standards which may be prescribed pursuant to the following: (a) Institution of Environmental Quality Control Measures under the National Environmental Policy Act of 1969 (PL. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (PL 93-523), and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (PL 93-205);
21. Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system;
22. Compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq.*);
23. Compliance with Public Law 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
24. Compliance with the Laboratory Animal Welfare Act of 1966 (PL 89-544, as amended, 7 U.S.C. 2131 *et seq.*) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
25. Compliance with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4801 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
26. Compliance with the Resource Conservation and Recovery Act of 1976, as amended, which states that preference be given to recycled products in procurement activities by State and local governments receiving grants, loans, cooperative agreements, and other federal assistance when procuring goods made

from recycled material when the amount of the procurement is equal to or more than \$10,000.